

AGIC GEODATA PORTAL

(VER. 12-04-06)

REQUEST FOR USER NAME AND PASSWORD

**Arizona State Land Department
1616 W. Adams Street
Phoenix, Arizona 85007
PHONE: (602) 542-4060
FAX: (602) 542-2600**

ALL DATA REQUESTERS SHALL AGREE TO THE FOLLOWING CONDITIONS

- The Arizona State Land Department (Portal Administrator) and Contributors provide geospatial data and GIS services to the Portal in good faith and endeavor to create and maintain accurate data.
- For the purposes of this Request for Username and Password and the subsequent use of all data obtained through the use of a provided username and password one of the following shall apply.
 - If the requester is an employee of an Arizona State Agency, Board or Commission the following applies.
The requester shall indemnify and hold harmless the Arizona State Land Department and all Portal Contributors against all losses and claims, demands, actions, payments, and suits resulting from any use of the requested information by the requester and/or by the requester's employees, agents, assigns, customers or associates.
 - If the requester is an employee of a municipality, town, city, college, Federal Government, or Tribe the following applies.
For the purposes of this agreement each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.
 - If the requester is NOT an employee of an Arizona State Agency, Board or Commission or an employee of a municipality, town, city, college, Federal Government, or Tribe the following applies.

The data Requester shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") and all other public agencies that contribute data to the Portal from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Data Requester or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Data Requester to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Data Requester from and against any and all claims. It is agreed that Data Requester will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Portal Agreement, the Data Requester agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees, and all other public agencies that contribute data to this portal, for losses arising from the Geodata Portal.

- The Data Requester is advised to use Portal data with caution and to independently verify the data's accuracy. The Arizona State Land Department and Contributors make no claims as to the accuracy of the data.
- For maintenance and security purposes, the Portal Administrator will assign a User login and password, which will expire after a designated period of time, to be identified by the Portal Administrator at the time of issuance.
- The Arizona State Land Department reserves the right to terminate the User's login and password if the User abuses the terms contained in this Request, if a User's organization terminates its Contributor Agreement, or for any other reason if the Arizona State Land Department acting as the Portal administrator determines that the User's use of the AGIC Geodata Portal is actually or potentially causing harm to any of the Portal system components or their general functioning for the purposes for which they were designed are operated.

- Data Requesters are prohibited from redistributing Portal data and/or services without the express written consent of the Portal Administrator.
- This agreement does not authorize a commercial use of the data or services obtained through this agreement.
 - For the purposes of this agreement, “commercial use” is defined by A.R.S. § 39-121.03(D).
 - Arizona Revised Statutes § 39-121.03 (C) states “A person who obtains a public record for a commercial purpose without indicating the commercial purpose or who obtains a public record for a noncommercial purpose and uses or knowingly allows the use of such public record for a commercial purpose or who obtains a public record for a commercial purpose and uses or knowingly allows the use of such public record for a different commercial purpose or who obtains a public record from anyone other than the custodian of such records and uses it for a commercial purpose shall in addition to other penalties be liable to the state or the political subdivision from which the public record was obtained for damages in the amount of three times the amount which would have been charged for the public record had the commercial purpose been stated plus costs and reasonable attorney fees or shall be liable to the state or the political subdivision for the amount of three times the actual damages if it can be shown that the public record would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.”
 - For data requests for commercial users: Check the Portal website for instructions (<http://agc.az.gov/portal/>).

REQUESTER CONTACT INFORMATION:

Name: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Date: _____

SIGNATURE:

I acknowledge that I have read and understand the terms of this agreement and this request is for Non-Commercial Use.

Signature: _____

Name and Title: _____

Date: _____

Please fax this completed form to 602-542-2600. The Arizona State Land Department will provide you with a username and password. Please allow two working days for processing. You will be contacted via email when your username and password are available.